



Interoffice Memorandum


APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS


BCC Mtg. Date: Aug. 16, 2016

REAL ESTATE MANAGEMENT ITEM 2

DATE: July 29, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

FROM: Elizabeth Price Jackson, Senior Title Examiner 
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL AND EXECUTION OF RIGHT OF ENTRY
AGREEMENT FROM ORANGE COUNTY TO CITY OF ORLANDO
WITH CONSENT OF CONTRACTOR, GARNEY COMPANIES, INC.

PROJECT: Marks Street City Utility Installation

District 5

PURPOSE: To provide the City temporary access across County-owned property for
construction of City utility improvements.

ITEM: Right of Entry Agreement with Consent of Contractor
Revenue: None
Size: 2.366 acres
Term: Until completion of project

APPROVALS: Real Estate Management Division
County Attorney's Office
Capital Projects Division
Parks and Recreation Division
Risk Management Division

REMARKS:

The Marks Street Senior Center (Senior Center) is located at 99 E. Marks Street, Orlando. The City of Orlando (City) is performing infrastructure improvements to the sanitary sewer, potable water, and storm drainage systems including replacement of affected paving, sidewalks, driveways, etc., within Marks Street from Orange Avenue to east of Thornton Avenue. This project will require the closure of the Marks Street entrance into the Senior Center for approximately two months during construction. This Right of Entry Agreement (ROE) will allow removal of County's fencing along the western property line, and removal of curb, additional temporary striping, and stabilization will allow two 10-foot lanes on Pasadena Place and a temporary driveway to the Senior Center from Pasadena Place for ingress/egress during construction activities. The Senior Center property will be restored to pre-construction condition upon completion of City's utility construction.

The City's Contractor, Garney Companies, Inc., agrees to defend, indemnify, and hold harmless the County.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.

AUG 16 2016

This instrument prepared by:
E. Price Jackson, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT, effective as of the latest date of execution by and between Orange County, a charter county and political subdivision of the state of Florida, hereinafter called the "COUNTY" and the City of Orlando, a municipal corporation, hereinafter called the "CITY."

WITNESSETH:

WHEREAS, the CITY will be conducting construction activities consisting of sanitary sewer system replacement, potable water system replacement, storm drainage system improvements, asphalt roadway replacement; curbing, driveway, sidewalk and curb ramp replacement as needed; pavement striping and markings, and sodding, "Project", in the vicinity of COUNTY'S property described as Parcel Tax I.D. #23-22-29-1300-00-470, and located at 99 E. Marks Street, Orlando, FL 32803, and known as the Marks Street Senior Center, "COUNTY'S Property"; and

WHEREAS, in conjunction with construction of the Project, COUNTY and CITY have agreed that CITY will also construct certain improvements on COUNTY'S Property consisting of removal of fencing along western property line, removal of curb, addition of temporary striping, addition of stabilization to allow two 10-foot lanes on Pasadena Place and a driveway to the COUNTY'S Property from Pasadena Place for ingress/egress during construction of the Project, and restoration to pre-construction condition following construction activities (See Exhibit "A"), "Improvements;" and

WHEREAS, COUNTY and CITY agree that the CITY'S construction activities are in their mutual interest and constitute a public purpose. By its signature hereon, the CITY'S contractor agrees to defend, indemnify and hold harmless the COUNTY, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to the contractor's negligent acts or omissions, or those of its officials and employees acting within the scope of the work on COUNTY'S Property ("Improvements", as shown in Exhibit "A"). Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

CITY shall require all contractors performing work within the COUNTY'S Property to procure and maintain workers' compensation, commercial general liability, business auto liability and contractor's pollution liability coverage. COUNTY shall be listed as an additional insured on all general liability policies.

NOW, THEREFORE, in consideration of the above stated premises, the COUNTY and the CITY hereby agree that the CITY and/or its duly authorized representative shall have the right to enter upon the COUNTY'S Property for the purpose of constructing the Improvements. It is agreed that the landscape irrigation system serving the COUNTY'S Property will remain

City Council Meeting: 7/25/16
Motion: 1 Document: 16072510

operational during construction activities and will be restored to pre-construction condition following construction activities. It is further understood and agreed that the CITY and/or its duly authorized representatives will, no later than completion of the Project, restore COUNTY'S Property to the pre-construction condition that existed prior to the CITY'S entry. CITY will provide COUNTY forty-eight hours' notice before conducting said restoration activities.

IN WITNESS WHEREOF, the parties hereto have caused this Right of Entry to be executed by their respective officers and parties thereunto duly authorized.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 8.16.16

ATTEST:
Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

By: *Jennifer Kinney*
Deputy Clerk

Date: AUG 16 2016

Signed, sealed, and delivered
in the presence of:

Witnesses:

(1) *Kyle D. Reynolds*
Kyle D. Reynolds
Printed Name

(2) *Denise Holdridge*
DENISE HOLDRIDGE
Printed Name

CITY OF ORLANDO, FLORIDA

By: *Jim Gray*
Mayor / Mayor Pro Tem Jim Gray

ATTEST: *Amy T. Iannaw*
Interim City Clerk
Amy T. Iannaw
Printed Name

APPROVED AS TO FORM AND
LEGALITY for the use and reliance
of the City of Orlando, Florida only
7/28, 2016

Ray Payne
Chief Assistant City Attorney
Ray Payne
Printed Name

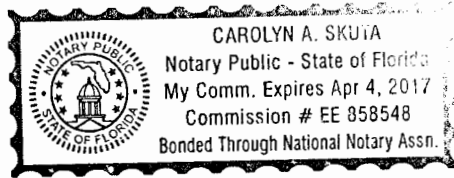
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25 day of July, A.D. 2016, by Jim Graf, and Amy Tenneco, Mayor / Mayor Pro Tem and Interim City Clerk, of the City of Orlando, a Florida municipal corporation. They are ~~personally known to me or have produced~~ _____ and _____ as identification.

Witness my hand and official seal this 25 day of July, 2016.

(Notary Seal)

Carolyn Skuta
Notary Signature



Printed Notary Name
Notary Public in and for the
county and state aforesaid
My commission expires:

Signed in the presence of Two Witnesses:

CONSENT OF CONTRACTOR:

Dan Smith
Signature

Print Name: Dan Smith

Kristina Fries
Signature

Print Name: KRISTINA FRIES

GARNEY COMPANIES, INC., a Missouri Corporation (Corporate Seal)

By: Jason A Seubert

Name: Jason A Seubert

Title: COO - Eastern Pipe Ops

CORPORATE ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Orange

Jason A Seubert PERSONALLY APPEARED before me, the undersigned authority, as Chief Operating Off of Garney Companies, Inc., a MO corporation. He/she is personally known to me or who has produced MO Drivers License as identification.

WITNESS my hand and official seal this 27 day of July, 2016.

Anna Low
Notary Public
Print Name: ANNA LOW
My commission expires:

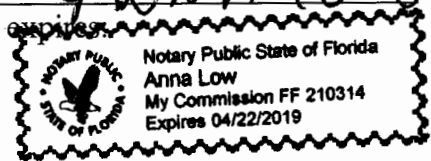


EXHIBIT "A"

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